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6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

8 ALL AMERICAN HEALTHCARE
9 SERVICES, INC, a New Jersey
Corporation.

10 Plaintiff,

11 v.

12 BEECAN HEALTH CT, LLC, a
13 California Limited Liability
14 Company;
15 LA FUENTE CARE POST
16 ACUTE, LLC, a California Limited
17 Liability Company; CALIFORNIA
18 POST ACUTE, LLC, a California
19 Limited Liability Company;
20 CORONA POST ACUTE, LLC, a
21 California Limited Liability
22 Company; LONG BEACH
23 HEALTHCARE CENTER, LLC, a
24 California Limited Liability
25 Company; MACLAY
26 HEALTHCARE, LLC, a California
27 Limited Liability Company;
28 MONROVIA POST ACUTE, LLC,
a California Limited Liability
Company; RIALTO
HEALTHCARE, LLC, a California
Limited Liability Company;
ROYAL GARDENS
HEALTHCARE, LLC, a California
Limited Liability Company;
ROYAL PALMS POST ACUTE,
LLC, a California Limited Liability
Company; ROYAL TERRACE
HEALTHCARE, LLC, a California
Limited Liability Company;
SERRANO HEALTHCARE, LLC
D/B/A PALAZZO POST ACUTE,
a California Limited Liability
Company; SERRANO

Case No. 2:22-cv-03421-SSS-AGR
**STIPULATED PROTECTIVE
ORDER**

1 HEALTHCARE, LLC D/B/A
2 HOLLYWOOD PREMIER
3 HEALTHCARE CENTER, a
4 California Limited Liability
5 Company; IHCM MANAGER,
6 LLC, a Delaware Limited Liability
7 Company; ABC Corporations 1-10,
8 XYZ, LLCs 1-10, John Does 1-10;

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Defendants.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection it
8 affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the court to file material under seal.

1 **B. GOOD CAUSE STATEMENT**

2 This action is likely to involve trade secrets, customer and pricing lists and other
3 valuable research, development, commercial, financial, technical and/or proprietary
4 information for which special protection from public disclosure and from use for any
5 purpose other than prosecution of this action is warranted. Such confidential and
6 proprietary materials and information consist of, among other things, confidential
7 business or financial information, information regarding confidential business practices,
8 or other confidential research, development, or commercial information (including
9 information implicating privacy rights of third parties), information otherwise generally
10 unavailable to the public, or which may be privileged or otherwise protected from
11 disclosure under state or federal statutes, court rules, case decisions, or common law.
12 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
13 disputes over confidentiality of discovery materials, to adequately protect information
14 the parties are entitled to keep confidential, to ensure that the parties are permitted
15 reasonable necessary uses of such material in preparation for and in the conduct of trial,
16 to address their handling at the end of the litigation, and serve the ends of justice, a
17 protective order for such information is justified in this matter. It is the intent of the
18 parties that information will not be designated as confidential for tactical reasons and
19 that nothing be so designated without a good faith belief that it has been maintained in a
20 confidential, non-public manner, and there is good cause why it should not be part of the
21 public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “Confidential” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “Confidential—Attorneys’ Eyes Only” Information or Items: material that is of a particularly sensitive nature, consisting of: (a) previously nondisclosed financial, business, or personnel information that is of a highly confidential nature and critical to the producing person’s competitive edge in the marketplace; (b) information that reveals trade secrets; (c) previously nondisclosed business plans or processes, service or product development information, or marketing plans; and (e) any other category of information hereafter given “Confidential—Attorneys’ Eyes Only” designation.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential” or “Confidential—Attorneys’ Eyes Only.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1 2.9 House Counsel: attorneys who are employees of a party to this Action.

2 House Counsel does not include Outside Counsel of Record or any other outside counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

7 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
8 this Action but are retained to represent or advise a party to this Action and have
9 appeared in this Action on behalf of that party or are affiliated with a law firm which has
10 appeared on behalf of that party, and includes support staff.

11 2.12 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
15 Material in this Action.

16 2.14 Professional Vendors: persons or entities that provide litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
19 their employees and subcontractors.

20 2.15 Protected Material: any Disclosure or Discovery Material that is designated
21 as “Confidential” or “Confidential—Attorneys’ Eyes Only.”

22 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
23
24 a Producing Party.

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26 3. SCOPE

1 The protections conferred by this Stipulation and Order cover not only Protected
2 Material (as defined above), but also (1) any information copied or extracted from
3 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
4 Material; and (3) any testimony, conversations, or presentations by Parties or their
5 Counsel that might reveal Protected Material.

6 Any use of Protected Material at trial shall be governed by the orders of the trial
7 judge. This Order does not govern the use of Protected Material at trial.

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10 4. DURATION

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12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
14 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
15 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
16 and (2) final judgment herein after the completion and exhaustion of all appeals,
17 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
18 any motions or applications for extension of time pursuant to applicable law.

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21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
23 Party or Non-Party that designates information or items for protection under this Order
24 must take care to limit any such designation to specific material that qualifies under the
25 appropriate standards. The Designating Party must designate for protection only those
26 parts of material, documents, items, or oral or written communications that qualify so

1 that other portions of the material, documents, items, or communications for which
2 protection is not warranted are not swept unjustifiably within the ambit of this Order.
3

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that
5 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
6 to unnecessarily encumber the case development process or to impose unnecessary
7 expenses and burdens on other parties) may expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
19 Producing Party affix at a minimum, the legend "Confidential" or "Confidential—
20 Attorneys' Eyes Only" (hereinafter "Confidential legend"), to each page that contains
21 protected material. If only a portion or portions of the material on a page qualifies for
22 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
23 by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection need
25 not designate them for protection until after the inspecting Party has indicated which
26 documents it would like copied and produced. During the inspection and before the
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1 designation, all of the material made available for inspection shall be deemed
2 “Confidential.” After the inspecting Party has identified the documents it wants copied
3 and produced, the Producing Party must determine which documents, or portions
4 thereof, qualify for protection under this Order. Then, before producing the specified
5 documents, the Producing Party must affix the “Confidential legend” to each page that
6 contains Protected Material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins).
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12 (b) All depositions shall presumptively be treated as Confidential and subject
13 to this Order during the deposition and for a period of fifteen (15) days after a transcript
14 of the deposition is received by counsel for each of the parties. At or before the end of
15 such fifteen-day period, the deposition shall be classified appropriately.

16 (c) for information produced in some form other than documentary and for
17 any other tangible items, that the Producing Party affix in a prominent place on the
18 exterior of the container or containers in which the information is stored the legend
19 “Confidential .” If only a portion or portions of the information warrants protection, the
20 Producing Party, to the extent practicable, shall identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive the
23 Designating Party’s right to secure protection under this Order for such material. Upon
24 timely correction of a designation, the Receiving Party must make reasonable efforts to
25 assure that the material is treated in accordance with the provisions of this Order.

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27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.
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6 6.3 The burden of persuasion in any such challenge proceeding shall be on
7 the Designating Party. Frivolous challenges, and those made for an improper purpose
8 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
9 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
10 withdrawn the confidentiality designation, all parties shall continue to afford the
11 material in question the level of protection to which it is entitled under the Producing
12 Party's designation until the Court rules on the challenge.
13

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL
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16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this Action
18 only for prosecuting, defending, or attempting to settle this Action. Such Protected
19 Material may be disclosed only to the categories of persons and under the conditions
20 described in this Order. When the Action has been terminated, a Receiving Party must
21 comply with the provisions of section 13 below (FINAL DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.

25 7.2 Disclosure of "Confidential" Information or Items. Unless otherwise
26 ordered by the court or permitted in writing by the Designating Party, a Receiving
27 Party may disclose any information or item designated "Confidential" only to:
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(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(b) the court and its personnel;

(c) court reporters and their staff;

(d) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(f) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “Confidential—Attorneys’ Eyes Only” Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “Confidential—Attorneys’ Eyes Only” only to:

(a) Attorneys of record whose names appear on the pleadings filed in this
Litigation;

(b) Attorneys, legal assistants, or clerical personnel who are directly assisting lawyers described in subparagraph (A) above and Court reporters taking testimony in connection with this Litigation;

(c) The Court and its personnel, including Court reporters and recorders engaged for depositions, hearings, and trial;

(d) Consultants and Experts. Consultants, investigators, or experts employed by the parties or counsel for the parties to assist in the preparation and trial of this action but only after such persons have completed the certification contained in Exhibit A; (e) Attorneys, legal assistants, or clerical personnel who are directly assisting lawyers described in subparagraph (A) above and Court reporters taking testimony in connection with this Litigation;

(e) Authors, addressees, recipients, and Persons copied on the Confidential Information as shown thereon or otherwise known to have received it in the normal course of business;

(f) Any witnesses giving testimony during a deposition, court hearing, or trial in this Litigation, but only at the time such witness is giving testimony or preparing for such testimony but only after such persons have completed the certification contained in Exhibit A; and

(g) Other persons only by written consent of the producing party or upon order of the Court and on such conditions as may be agreed or ordered.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “Confidential” or “Confidential—Attorneys’ Eyes Only,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

() cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “Confidential” or “Confidential—Attorneys’ Eyes Only” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in

1 these provisions should be construed as authorizing or encouraging a Receiving Party
2 in this Action to disobey a lawful directive from another court.
3

4 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
5 **THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this Action and designated as “Confidential” or “Confidential—Attorneys’
8 Eyes Only.” Such information produced by Non-Parties in connection with this
9 litigation is protected by the remedies and relief provided by this Order. Nothing in
10 these provisions should be construed as prohibiting a Non-Party from seeking additional
11 protections.

12 (b) In the event that a Party is required, by a valid discovery request, to produce a
13 Non-Party’s confidential information in its possession, and the Party is subject to an
14 agreement with the Non-Party not to produce the Non-Party’s confidential information,
15 then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party that
17 some or all of the information requested is subject to a confidentiality agreement with a
18 Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the Non-
23 Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within 14
25 days of receiving the notice and accompanying information, the Receiving Party may
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1 produce the Non-Party's confidential information responsive to the discovery request. If
2 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
3 information in its possession or control that is subject to the confidentiality agreement
4 with the Non-Party before a determination by the court. Absent a court order to the
5 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
6 court of its Protected Material.

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8 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
13 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
14 all unauthorized copies of the Protected Material, (c) inform the person or persons to
15 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
16 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
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18 that is attached hereto as Exhibit A.

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20 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

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23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other protection, the
25 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
26(b)(5)(B). This provision is not intended to modify whatever procedure may be
27 established in an e-discovery order that provides for production without prior privilege
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1 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
2 an agreement on the effect of disclosure of a communication or information covered by
3 the attorney-client privilege or work product protection, the parties may incorporate their
4 agreement in the stipulated protective order submitted to the court.

5

6 **12. MISCELLANEOUS**

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
8 to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
10 Order no Party waives any right it otherwise would have to object to disclosing or
11 producing any information or item on any ground not addressed in this Stipulated
12 Protective Order. Similarly, no Party waives any right to object on any ground to use in
13 evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
15 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
16 under seal pursuant to a court order authorizing the sealing of the specific Protected
17 Material at issue. If a Party's request to file Protected Material under seal is denied by
18 the court, then the Receiving Party may file the information in the public record unless
19 otherwise instructed by the court.

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21 **13. FINAL DISPOSITION**

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23 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a
24 written request by the Designating Party, each Receiving Party must return all Protected
25 Material to the Producing Party or destroy such material. As used in this subdivision,
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1 "all Protected Material" includes all copies, abstracts, compilations, summaries, and any
2 other format reproducing or capturing any of the Protected Material. Whether the
3 Protected Material is returned or destroyed, the Receiving Party must submit a written
4 certification to the Producing Party (and, if not the same person or entity, to the
5 Designating Party) by the 60 day deadline that (1) identifies (by category, where
6 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
7 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
8 any other format reproducing or capturing any of the Protected Material.
9 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
10 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
11 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
12 consultant and expert work product, even if such materials contain Protected Material.
13 Any such archival copies that contain or constitute Protected Material remain subject to
14 this Protective Order as set forth in Section 4 (DURATION).
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16 14. Any violation of this Order may be punished by any and all appropriate measures
17 including, without limitation, contempt proceedings and/or monetary sanctions.
18

19 IT IS SO STIPULATED, THOUGH COUNSEL OF RECORD.
20

21 DATED: May 18, 2023
22

23 /s/Brian A. Williamson
24 Attorneys for Plaintiff
25

1 DATED: May 18, 2023

2 /s/Samuel Fishman

3 Attorneys for Defendant

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5 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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7 DATED: August 9, 2023

8 Alicia G. Rosenberg

9 Honorable Alicia G. Rosenberg

10 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____